



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO D. J. BARCAL OF THE LA VISTA POLICE DEPARTMENT, FOR 20 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, D. J. Barcal, has served the City of La Vista since June 14, 1993 and

WHEREAS, D. J. Barcal's input and contributions to the City of La Vista have contributed to the success of the City.

NOW, THEREFORE BE IT RESOLVED, that this Certificate of Appreciation is hereby presented to D. J. Barcal on behalf of the City of La Vista for 20 years of service to the City.

DATED THIS 2ND DAY OF JULY, 2013.

Douglas Kindig, Mayor

Mike Crawford
Councilmember, Ward I

Kim J. Thomas
Councilmember, Ward I

Ronald Sheehan
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Deb Hale
Councilmember, Ward III

Alan W. Ronan
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Anthony J. Gowan
Councilmember, Ward IV



ATTEST:

Pamela A. Buethe, CMC
City Clerk

MINUTE RECORD

No. 729 — REFIELD & COMPANY, INC. OMAHA E1107788LD

LA VISTA CITY COUNCIL MEETING June 18, 2013

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on June 18, 2013. Present were Councilmembers: Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Fire Chief Uhl, Public Works Director Soucie, Community Development Director Birch, Public Building and Grounds Director Archibald, Recreation Director Stopak, Assistant Library Director Linhart, City Engineer Kottmann, City Planner Solberg, and Assistant to the City Administrator Calentine.

A notice of the meeting was given in advance thereof by publication in the Times on June 5, 2013. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order and led the audience in the pledge of allegiance.

Mayor Kindig announced that a copy of the Open Meetings Act was posted on the west wall of the Council Chambers and copies were also available in the lobby of City Hall.

Mayor Kindig made an announcement regarding the agenda policy statement providing for an expanded opportunity for public comment on the agenda items.

PRESENTATION OF BADGES TO FIRE DEPARTMENT PERSONNEL – MICHAEL KAMMERER, KRISTIN KROEKER, SALVATORE (VINNIE) LANNUTTI

Mayor Kindig and Fire Chief Uhl recognized Michael Kammerer, Kristin Kroeker, and Salvatore (Vinnie) Lannutti as full members of the La Vista Volunteer Fire Department after completing one year of training. Badges were presented and pinned on those present by Chief Uhl.

SERVICE AWARD – JARED HENDERSON, STEVE LEIGHTON, TROY LITTLE – 5 YEARS

Mayor Kindig recognized Jared Henderson, Steve Leighton, and Troy Little for 5 years of service to the City.

- A. CONSENT AGENDA
- 1. APPROVAL OF THE AGENDA AS PRESENTED
- 2. APPROVAL OF THE MINUTES OF THE JUNE 4, 2013 CITY COUNCIL MEETING
- 3. APPROVAL OF THE MINUTES OF THE MAY 9, 2013 LIBRARY ADVISORY BOARD MEETING
- 4. MONTHLY FINANCIAL REPORT – MAY 2013
- 5. APPROVAL OF CLAIMS

AAT, supplies	8,298.75
ABRAHAMS KASLOW & CASSMAN, services	799.14
ACCURATE TESTING, utilities	75.00
ACTION BATTERIES, supplies	166.68
ACTION SIGNS, services	332.00
AMERICAN FENCE, bld&grnds	100.12
ANN TROE, services	240.00
ARAMARK, services	23.74
ATLAS AWNING, maint.	75.00
BADGER BODY, maint.	2,393.21
BAKER & TAYLOR, books	2,689.94
BCDM, services	769.00

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No. 729 -- REFIELD & COMPANY, INC. OMAHA E1107788LD

BEACON BUILDING, services	1,250.00
BLACK HILLS ENERGY, utilities	42.22
BLUE CROSS BLUE SHIELD, refund	160.09
BMI, services	327.00
BOB'S RADIATOR REPAIR, maint.	128.00
BOUND TREE MEDICAL, supplies	20.70
BUILDERS SUPPLY, bld&grnds	8.19
CARDMEMBER SERVICES	12,490.59
CENTURY LINK, utilities	37.44
CITY OF KEARNEY, services	120.00
CIVIC PLUS, services	12,810.00
CJ'S HOME CENTER, supplies	1,618.58
COX, utilities	192.85
CUSHMAN, A., refund	40.00
DIAMOND VOGEL PAINTS, bld&grnds	351.88
DIGITAL ALLY, services	495.00
DOUGLAS COUNTY ENGINEER, services	500.00
DXP, maint.	61.99
EDGEWEAR SCREEN PRINTING, apparel	1,207.75
EXCHANGE BANK, lease	1,425.00
FEDEX KINKO'S, printing	207.36
FEDEX, supplies	18.28
FITZGERALD SCHORR BARMETTLER, services	26,032.06
FLEETPRIDE, maint.	129.57
FOCUS PRINTING, services	505.00
FRAZIER COMPANY, refund	30.00
FREDERICK, JILL, refund	7.95
G I CLEANER & TAILORS, services	257.25
GALE, books	71.22
GCR TIRE CENTERS, supplies	1,002.38
GENUINE PARTS COMPANY, maint.	2,024.21
GRAINGER, bld&grnds	55.84
GREENKEEPER COMPANY, supplies	374.50
HAMILTON COLOR LAB, services	766.64
HANEY SHOE STORE, apparel	120.00
HARTS AUTO SUPPLY, maint.	562.50
HEARTLAND TIRES AND TREADS, supplies	326.76
HERITAGE CRYSTAL CLEAN, services	391.42
HOME DEPOT CREDIT SERVICES, supplies	69.81
HULTBERG, A. supplies	57.58
HUNDEN STRATEGIC PARTNERS, services	4,988.10
HUSKER AUTO GROUP, maint.	47,984.00
ICMA, dues	1,068.12
INDUSTRIAL SALES COMPANY, maint.	47.88
INFOGROUP, cd rom	1,250.00
INLAND TRUCK PARTS, maint.	90.80
INSIGHT PUBLIC SECTOR, supplies	162.82
JOHNSTONE SUPPLY, bld&grnds	107.58
KIMBALL MIDWEST, maint.	173.31
KRIHA FLUID POWER, maint.	274.25
LAUGHLIN, KATHLEEN A, TRUSTEE	474.00
LEAGUE ASSN OF RISK MGMT, ins.	412.00
LOGAN CONTRACTORS SUPPLY, bld&grnds	149.90
LOU'S SPORTING GOODS, equip.	304.80
LOWE'S CREDIT SERVICES, equip.	59.20
MANAGEMENT ONE, refund	50.00
MENARDS, maint.	357.60
MID CON SYSTEMS, bld&grnds	260.72
MIDWEST TAPE, media	44.99
MIDWEST TURF & IRRIGATION, maint.	108.65
MLB LOGISTICS, supplies	123.43
MNJ TECHNOLOGIES, supplies	976.00
NE ENVIRONMENTAL PRODS, maint.	36,309.49

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No. 725 -- REDFELD & COMPANY, INC, OMAHA ET107788LD

NEFF TOWING INC, maint.	200.00
NEFSMA-NE FLOODPLAIN/STORMWTR, training	90.00
OFFICE DEPOT, supplies	547.95
OMAHA COMPOUND, supplies	67.00
OMNI, maint.	683.63
OPPD, utilities	48,571.09
OPPD, utilities	182.59
ORIENTAL TRADING COMPANY, supplies	233.41
OXMOOR HOUSE, books	36.91
PAPILLION SANITATION, services	2,726.19
PARAMOUNT, services	167.10
PERFORMANCE CHRYSLER JEEP, maint.	433.61
PETTY CASH	1,942.57
PETTY CASH	116.10
PLAINS EQUIPMENT GROUP, maint.	983.74
PROTEX CENTRAL, bld&grnds	128.00
QUALITY BRANDS OF OMAHA, supplies	256.20
RAINBOW GLASS & SUPPLY, maint.	189.00
RECREONICS INC ETAL, supplies	132.10
REGAL AWARDS OF DISTINCTION, services	56.34
RICK NELSON PHOTOGRAPHY, services	800.00
ROTELLA'S ITALIAN BAKERY, supplies	113.04
SAM'S CLUB, supplies	2,458.63
SAPP BROS PETROLEUM, supplies	13,348.39
SCHOLASTIC BOOK FAIRS, books	281.73
SOLBERG, C., travel	54.00
STANDARD HEATING AND AIR COND, bld&grnds	169.00
SUPERIOR SPA & POOL, bld&grnds	109.90
TOMSU, L., travel	217.94
TRACTOR SUPPLY CREDIT PLAN, apparel	189.97
TRADE WELL PALLET, bld&grnds	200.00
TRICARE, refund	291.96
TURF CARS, supplies	162.83
UNITED RENT-ALL, rentals	1,052.36
VAL VERDE ANIMAL HOSPITAL INC, services	65.00
VAN RU, services	61.69
VERNON COMPANY, services	2,383.91
VIERREGGER ELECTRIC, services	5,120.00
WASTE MANAGEMENT NE., bld&grnds	381.79
WHITE CAP CONSTR SUPPLY/HDS, equip.	109.34
WICK'S STERLING TRUCKS, maint.	126.79
ZOO BOOKS MAGAZINE, books	25.95

Councilmember Sell made a motion to approve the consent agenda. Seconded by Councilmember Crawford. Mayor Kindig reviewed the claims for this period and stated everything was in order. Councilmembers voting aye: Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Gowan and Ronan. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Clerk Buethe reported that a meeting had been held prior to the Council Meeting with fireworks applicants in the city.

Public Works Director Soucie reported a section of the street on West Giles Road had been torn out and would be completed as soon as possible, but rain was delaying the project. Soucie also reported that the contractor had started the HVAC work on the overpass.

Assistant Library Director Linhart reported that the library was offering a fine amnesty to those who brought in items for the Food Bank.

MINUTE RECORD

June 18, 2013

No. 729 — REBFIELD & COMPANY, INC. OMAHA E110778BLD

**B. ANNEXATION OF SANITARY AND IMPROVEMENT DISTRICT #195
(MAYFAIR), MISC. LOTS #1 (MAYFAIR NON-SID LOTS), I-80 BUSINESS
PARK 2ND ADDITION, TAX LOTS 17 & 18 (17-14-12), MISC. LOTS #2,
AND ADJOINING STREET RIGHTS-OF-WAY - FINAL READING**

Mayor Kindig announced that the City Clerk formally complied with the provisions of State Statute Section 16-103(8) for each of the annexations proposed in the three ordinances.

**1. ORDINANCE - FINAL READING AND ADOPT - SID #195 AND
MISCELLANEOUS LOT #1**

City Clerk Buethe read Ordinance No. 1191 entitled; AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (SID NO.195, MAYFAIR, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, LOT 21, MAYFAIR 2ND ADDITION, AND OUTLOT "A", MAYFAIR, SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, AND PORTIONS OF ANY ADJOINING STREET RIGHT-OF-WAY), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Quick made a motion to approve Ordinance 1191 on its third and final reading. Seconded by Councilmember Sell. Councilmembers voting aye: Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Gowan and Ronan. Motion carried.

**2. ORDINANCE - FINAL READING AND ADOPT - I-80 BUSINESS PARK - 2ND
ADDITION AND TAX LOTS 17 AND 18**

City Clerk Buethe read Ordinance No. 1192 entitled; AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (LOTS 1 AND 2, I-80 INDUSTRIAL PARK 2ND ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA; TAX LOTS 17 AND 18, LYING WITHIN THE NW ¼ OF SECTION 17, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; TOGETHER WITH PART OF THE NE ¼ OF SECTION 18, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY; AND PORTIONS OF ANY ADJOINING STREET RIGHT-OF-WAY), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Crawford made a motion to approve Ordinance 1192 on its third and final reading. Seconded by Councilmember Sheehan. Councilmembers voting aye: Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Gowan and Ronan. Motion carried.

3. ORDINANCE - FINAL READING TO ADOPT - MISCELLANEOUS LOTS #2

City Clerk Buethe read Ordinance No. 1193 entitled; AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (TAX LOTS 11 AND 15 LYING WITHIN THE NW ¼ OF SECTION 17, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; TOGETHER WITH PART OF THE NW ¼ OF SECTION 17 AND PART OF THE NE ¼ OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, FORMER UPRR RIGHT-OF-WAY IN THE NW ¼ OF SECTION 17, T14N, R12E AND THE NE ¼ OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Quick made a motion to approve Ordinance 1193 on its third and final reading. Seconded by Councilmember Thomas. Councilmembers voting aye: Sheehan, Thomas, Crawford; Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Gowan and Ronan. Motion carried.

MINUTE RECORD

June 18, 2013

No. 729 — REDIGLO & COMPANY, INC. OMAHA E1107768LD

C. ADOPTION – CIVIC CENTER PARK MASTER PLAN

1. PUBLIC HEARING

At 7:14 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Civic Center Park Master Plan. Deloris Sapworth presented the Mayor and Council with the information as originally presented at the joint meeting with the Parks and Recreation Board.

At 7:28 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Gowan and Ronan. Motion carried.

2. RESOLUTION

Councilmember Quick introduced and moved for the adoption of Resolution No. 13-057; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ADOPT THE LA VISTA CIVIC CENTER PARK MASTER PLAN AS AN AMENDMENT TO THE LA VISTA PARK & RECREATION MASTER PLAN

WHEREAS, the City Council has determined that it is necessary and desirable to adopt the La Vista Civic Center Park Master Plan as an amendment to the La Vista Park & Recreation Master Plan; and

WHEREAS, in 2010 the City Council adopted A Vision Plan for 84th Street which proposes the transformation of the golf course in to the La Vista Civic Center Park; and

WHEREAS, the La Vista Civic Center Park would become the centerpiece of the redevelopment of 84th Street serving as the key incentive an amenity for future development along the corridor; and

WHEREAS, on August 2, 2011 the City Council authorized the selection of RDG Planning & Design as the consultant to prepare the plan; and

WHEREAS, on August 26, 2011 the project began with a start-up meeting and tour followed by stakeholder meetings, working group meetings, community workshops, City Council workshops, and a joint meeting of the City Council, Park & Recreation Advisory Board, and Planning Commission; and

WHEREAS, on May 15, 2013 the Park & Recreation Advisory Board held a public hearing on the final plan and recommended approval of the plan; and

WHEREAS, on May 16, 2013 the Planning Commission held a public hearing on the final plan and recommended approval of the plan;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby adopt the La Vista Civic Center Park Master Plan as an amendment to the La Vista Park & Recreation Master Plan

Seconded by Councilmember Sell. Councilmember Sell stated that it was a very good plan and was the consensus of the public. Councilmember Sheehan wanted everyone to keep in mind that the public was supportive of the pool until they learned the funding source. Mayor Kindig stated that approval of this plan was not an approval to spend funds and that it may take 20-25 years to complete. City Administrator Gunn stated that by adopting this plan it puts the City in a good position to apply for grants. Councilmember Crawford stated that it is a good plan for grants and done well so that phasing can be completed as funds become available. Councilmember Quick also agreed that it was a good vision for the future. Councilmembers voting aye: Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Gowan and Ronan. Motion carried.

D. RESOLUTION - AWARD BID – LILLIAN AVENUE & JAMES AVENUE INTERSECTION RECONSTRUCTION

MINUTE RECORD

June 18, 2013

No. 729 — REEGLD & COMPANY, INC. OMAHA E1107788LD

Councilmember Quick introduced and moved for the adoption of Resolution No. 13-058; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO SWAIN CONSTRUCTION, INC., OMAHA, NE, FOR CONSTRUCTION OF THE LILLIAN AVENUE & JAMES AVENUE INTERSECTION RECONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$46,287.80.

WHEREAS, the City Council of the City of La Vista has determined that the construction of the Lillian Avenue and James Avenue Intersection Reconstruction is necessary; and

WHEREAS, the FY 12/13 Capital Fund Budget provides funding for this project; and

WHEREAS, the City Council authorized the advertisement of bids for construction of the Lillian Avenue and James Avenue Intersection Reconstruction on May 21, 2013, and

WHEREAS Swain Construction Inc, Omaha, NE, has submitted the low, qualified bid, and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska designate Swain Construction Inc, Omaha, NE as the low qualified bidder for the construction of the Lillian Avenue and James Avenue Intersection Reconstruction, in an amount not to exceed \$46,287.80.

Seconded by Councilmember Sell. Councilmembers voting aye: Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Gowan and Ronan. Motion carried.

E. PRESENTATION – NATIONAL CITIZEN SURVEY

Assistant to the City Administrator Jeff Calentine presented a summary of the 2013 National Citizen Survey. Councilmember Sell commented that the survey was a great way to find the areas the residents are asking the City to work on. City Administrator Gunn added that the information obtained in the Citizen Survey is a good reason to perform the Recreation Study.

F. DISCUSSION – MUNICIPAL CODE 95.11 – MAXIMUM NUMBER OF PETS ALLOWED

Mark Langan with the Nebraska Humane Society addressed the Council and presented information with regard to the maximum number of pets allowed in the different communities in Sarpy County and Omaha. Langan explained that this was in response to a complaint of a resident in La Vista that had more than three dogs, and those residents had asked the City Council to reconsider the number of dogs allowed by code. Langan continued that the Nebraska Humane Society had no concerns with a change in the code as the human society does not experience any larger number of calls in communities that allow three dogs. Langan explained that most owners with more than one dog provide better care for the animals.

Councilmember Quick asked what happens when annexation occurs in areas where home owners have more pets than the ordinance allowed. Langan explained that it was tough but the Human Society worked with those homeowners to find new homes for their pets.

Councilmember Sheehan stated that he was in favor of having 4 of any combination of dogs and cats.

City Administrator Gunn asked about special permits and fees that the City of Omaha has. Langan responded that Omaha residents are allowed up to 3 dogs and 5 cats and with a special permit they are allowed up to 5 dogs and 6 cats but no more than 8 animals total.

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No. 729 -- REBELO & COMPANY, INC. OMAHA E1107788LD

Mayor Kindig asked what the difference was between a special permit and a kennel. Langan stated that kennels allow boarding and that there are no kennels in La Vista.

Mayor Kindig asked what happens when people breed their dogs. Langan stated that in Omaha they would have a breeder permit and have a set amount of time to get rid of the puppies.

Councilmember Sheehan asked if there were different requirements for people who rescue animals. Langan responded that the numbers of animals allowed by code would remain the same.

Councilmember Sell asked if there were any municipalities with spay and neuter requirements.

Councilmember Quick asked about micro chipping of pets. Langan stated that those adopted from the humane society are micro chipped.

Councilmember Thomas stated that the wording in the code is confusing as to whether the maximum number of animals is per residence or per person.

Brenda McBride approached the Council and stated her concern with a 30 day suspension but noted that her animals were spayed and neutered.

Councilmember Crawford stated he would be comfortable with 3 dogs and 4 total animals per residence and clarifying the language.

Councilmember Sheehan is in favor of 4 of any combination dogs and cats and is good with leaving the word harboring in the language.

Councilmember Sell suggested change to 3 of any combination of dogs and cats as opposed to 4.

Councilmember Thomas is fine with up to 3 dogs and a maximum of 4 dogs and cats.

Staff was directed to bring back recommended changes to the municipal code for consideration.

G. STRATEGIC PLAN UPDATE

City Administrator Gunn presented the Mayor and Council with an update of the Strategic Plan

Councilmember Crawford made a motion to move Comments from the Floor up on the agenda ahead of Item H Executive Session. Seconded by Councilmember Sell. Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Gowan and Ronan. Motion carried.

COMMENTS FROM THE FLOOR

Ken Kendall addressed the Mayor and Council and asked what the status was with building a new and expressed a need for a pool with swim lanes to bring in swim meefs which bring around 300 people in Millars. Mayor Kindig stated that there were no plans with regard to a new pool at this time.

H. EXECUTIVE SESSION -- CONTRACT NEGOTIATIONS; PERSONNEL

At 8:27 p.m. Councilmember Crawford made a motion to go into executive session protection of the public interest for contract negotiations, and for the protection of the reputation of an individual to discuss personnel matters.

Seconded by Councilmember Sell. Councilmembers voting aye: Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Gowan and Ronan. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 9:08 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember.

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No. 729 — REDFIELD & COMPANY, Inc. OMAHA E1107788LD

Sheehan. Councilmembers voting aye: Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Gowan and Ronan. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sell commented on all the good programs at the Library including the recent book fine amnesty day which benefits the food bank. Councilmember Sheehan added that the Library does a good job thinking outside the box.

Mayor Kindig reported that he would be meeting with Mayor Stothert on Wednesday to talk about the potential 911 merger. There will be a governance meeting the week of June 24, 2013.

At 9:10 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Seconded by Councilmember Sell. Councilmembers voting aye: Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Gowan and Ronan. Motion carried.
PASSED AND APPROVED THIS 2ND DAY OF JULY, 2013

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

A-3



Thompson, Dreessen & Dorner, Inc.
Consulting Engineers & Land Surveyors

INVOICE

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road: Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF La VISTA
JOHN KOTTMANN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 99718
Date 06/25/2013
Project 0171-408 THOMPSON CREEK PHASE 1

Professional Services April 22, 2013 through June 23, 2013

P. O. #13-0097

Description	Current Billed
Task A-Project Start-up	41,716.70
Task B-Design Development	25,107.59
Task C-Construction Documentation	0.00
Task D-Phase 2 Grant Acquisition	0.00
Task E-Engineering and Restoration Coordination	0.00
Total	66,824.29

Invoice total 66,824.29

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
99718	06/25/2013	66,824.29	66,824.29				
	Total	66,824.29	66,824.29	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees.

O.K. to pay
BMK 6/25/2013
05.71.0855

Consent Agenda 7/2/13

A.4

Billing Backup

Wednesday, June 19, 2013

Felsburg Holt & Ullevig Invoice 9657 Dated 6/19/2013 9:31:58 AM

Project 113112-01 Hell Creek Channel Improvements Phase II

Phase 002 Wetlands and Permitting

Professional Personnel

			Hours	Rate	Amount	
Env Scientist/Planner IV						
35 - Baumert, Anthony	5/22/2013		4.00	120.00	480.00	
35 - Baumert, Anthony	5/23/2013		9.50	120.00	1,140.00	
35 - Baumert, Anthony	5/29/2013		1.50	120.00	180.00	
35 - Baumert, Anthony	5/30/2013		1.00	120.00	120.00	
35 - Baumert, Anthony	5/31/2013		11.00	120.00	1,320.00	
Env Scientist/Planner II						
37 - Unstad, Kody	5/23/2013		8.00	90.00	720.00	
37 - Unstad, Kody	5/31/2013		9.00	90.00	810.00	
	Labor		44.00		4,770.00	
	Total Labor				4,770.00	
					Phase Sub-Total	\$4,770.00

Phase 003 Preliminary Design

Professional Personnel

			Hours	Rate	Amount	
Engineer V						
24 - Lampe, David	5/30/2013		1.00	135.00	135.00	
24 - Lampe, David	5/31/2013		6.00	135.00	810.00	
Engineer I						
28 - Joy, Stacey	5/31/2013		4.50	80.00	360.00	
	Labor		11.50		1,305.00	
	Total Labor				1,305.00	
					Phase Sub-Total	\$1,305.00

Phase ODC Other Direct Costs

Reimbursable Expenses

Mileage					
EX 000000000020	5/23/2013	Unstad, Kody			17.52
EX 000000000020	5/29/2013	Unstad, Kody			2.83
AP 15266	5/31/2013	Anthony Baumert / 5/23, 31 site visit 196 miles			108.78
	Total Reimbursables				129.13
					129.13

In-House Units

B&W Printing			3.0 B&W Prints @ 0.08		.24	
	Total In-House				.24	
					Phase Sub-Total	\$129.37

Phase SUBS Subconsultants

Subconsultants

Big Muddy Workshop, Inc						
AP 15312	5/31/2013	Big Muddy Workshop, Inc / 3/2013 svcs			787.18	
	Total Subconsultants				787.18	
					Phase Sub-Total	\$787.18

Project	113112-01	Hell Creek Channel Improvements Phase II	Invoice	9657
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Project Total \$6,991.55
Total this Report \$6,991.55

O.K. to pay
BMK
6/25/2013
05.71.0865

Consent Agenda
7/2/13

ACCOUNTS PAYABLE CHECK REGISTER

A:5

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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1 Bank of Nebraska (600-873)

46243 Payroll Checks
Thru 46245

46246 Gap in Checks
Thru 111381

111382	6/19/2013	1270	PREMIER-MIDWEST BEVERAGE CO	512.85		**MANUAL**
111383	6/19/2013	1194	QUALITY BRANDS OF OMAHA	936.20		**MANUAL**
111384	6/20/2013	3702	LAUGHLIN, KATHLEEN A, TRUSTEE	474.00		**MANUAL**
111385	6/20/2013	4867	VAN RU CREDIT CORPORATION	19.14		**MANUAL**
111386	6/24/2013	2158	COX COMMUNICATIONS	312.30		**MANUAL**
111387	7/02/2013	804	3E-ELECTRICAL ENGINEERING	123.47		
111388	7/02/2013	4354	A-RELIEF SERVICES INC	1,632.50		
111389	7/02/2013	3983	ABE'S PORTABLES INC	437.55		
111390	7/02/2013	4332	ACCO UNLIMITED CORP	192.40		
111391	7/02/2013	886	ACCURATE TESTING INC	651.60		
111392	7/02/2013	268	AKSARBEN HEATING/ARS	5,372.00		
111393	7/02/2013	188	ASPHALT & CONCRETE MATERIALS	395.51		
111394	7/02/2013	929	BEACON BUILDING SERVICES	6,712.00		
111395	7/02/2013	4781	BISHOP BUSINESS EQUIPMENT	1,279.67		
111396	7/02/2013	196	BLACK HILLS ENERGY	2,219.26		
111397	7/02/2013	220	BLUE CROSS BLUE SHIELD	517.44		
111398	7/02/2013	220	BLUE CROSS BLUE SHIELD	507.25		
111399	7/02/2013	2209	BOUND TREE MEDICAL LLC	8.55		
111400	7/02/2013	3613	BRADLEY, KIRSTEN	60.00		
111401	7/02/2013	1242	BRENTWOOD AUTO WASH	84.00		
111402	7/02/2013	2285	CENTER POINT PUBLISHING	302.58		
111403	7/02/2013	219	CENTURY LINK	1,057.98		
111404	7/02/2013	2540	CENTURY LINK BUSN SVCS	51.71		
111405	7/02/2013	4257	CIGNA	764.40		
111406	7/02/2013	152	CITY OF OMAHA	213,741.19		
111407	7/02/2013	3126	COCA-COLA BOTTLING COMPANY	1,016.92		
111408	7/02/2013	3176	COMP CHOICE INC	.00	**CLEARED**	**VOIDED**
111409	7/02/2013	3176	COMP CHOICE INC	932.50		
111410	7/02/2013	2158	COX COMMUNICATIONS	16.36		
111411	7/02/2013	1676	CRANE, RAY	660.00		
111412	7/02/2013	23	CUMMINS CENTRAL POWER LLC	569.74		
111413	7/02/2013	3136	D & D COMMUNICATIONS	861.50		
111414	7/02/2013	3486	DANKO EMERGENCY EQUIPMENT CO	536.80		
111415	7/02/2013	3408	DASH MEDICAL GLOVES	60.90		
111416	7/02/2013	374	DISPLAY SALES	1,800.00		
111417	7/02/2013	2983	EAGLE ENGRAVING	20.85		
111418	7/02/2013	3642	ECHO GROUP INCORPORATED	42.95		
111419	7/02/2013	3334	EDGEWEAR SCREEN PRINTING	84.00		
111420	7/02/2013	4696	ELBERT, ADAM JAMES	60.00		
111421	7/02/2013	3132	FORT DEARBORN LIFE INS COMPANY	1,315.00		
111422	7/02/2013	4865	FRANKL, ROBERT	1,500.00		
111423	7/02/2013	1344	GALE	71.22		
111424	7/02/2013	1248	GASSERT, MIKE	544.00		

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
111425		7/02/2013		53	GCR TIRE CENTERS	1,784.98			
111426		7/02/2013		3656	GENERAL FIRE & SAFETY EQUIP CO	541.50			
111427		7/02/2013		35	GOLDMAN, JOHN G	200.00			
111428		7/02/2013		4767	GOLEY, CHRIS	100.00			
111429		7/02/2013		285	GRAYBAR ELECTRIC COMPANY INC	308.84			
111430		7/02/2013		71	GREENKEEPER COMPANY INC	933.60			
111431		7/02/2013		426	HANEY SHOE STORE	236.95			
111432		7/02/2013		1744	HEARTLAND AWARDS	61.00			
111433		7/02/2013		1403	HELGET GAS PRODUCTS INC	125.00			
111434		7/02/2013		797	HOBBY LOBBY STORES INC	81.69			
111435		7/02/2013		898	HOOK-FAST SPECIALTIES INC	46.02			
111436		7/02/2013		3477	HSMC ORIZON LLC	1,250.00			
111437		7/02/2013		136	HUNTEL COMMUNICATIONS, INC	.00	**CLEARED**	**VOIDED**	
111438		7/02/2013		136	HUNTEL COMMUNICATIONS, INC	130.00			
111439		7/02/2013		1896	J Q OFFICE EQUIPMENT INC	52.49			
111440		7/02/2013		4291	J A HEIM FARMS	4,315.00			
111441		7/02/2013		4822	JEREMY JOHNSON PHOTOGRAPY	199.00			
111442		7/02/2013		3442	KAR SIM KENNEL, INC	63.00			
111443		7/02/2013		1054	KLINKER, MARK A	200.00			
111444		7/02/2013		2394	KRIHA FLUID POWER CO INC	209.54			
111445		7/02/2013		2057	LA VISTA COMMUNITY FOUNDATION	50.00			
111446		7/02/2013		4425	LANDPORT SYSTEMS INC	125.00			
111447		7/02/2013		4841	LAST MILE NETWORK CONSULTING	.00	**CLEARED**	**VOIDED**	
111448		7/02/2013		4841	LAST MILE NETWORK CONSULTING	436.24			
111449		7/02/2013		4784	LIBRARY IDEAS LLC	15.50			
111450		7/02/2013		3370	LIFEGUARD STORE INC	32.00			
111451		7/02/2013		1573	LOGAN CONTRACTORS SUPPLY	318.60			
111452		7/02/2013		263	LOVELAND GRASS PAD	679.67			
111453		7/02/2013		4873	MATTHIAS, CONNOR	60.00			
111454		7/02/2013		872	METROPOLITAN COMMUNITY COLLEGE	13,281.96			
111455		7/02/2013		553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
111456		7/02/2013		553	METROPOLITAN UTILITIES DIST.	2,590.25			
111457		7/02/2013		2497	MID AMERICA PAY PHONES	100.00			
111458		7/02/2013		2299	MIDWEST TAPE	84.23			
111459		7/02/2013		64	MINITEX - CPP	735.50			
111460		7/02/2013		2683	MLB LOGISTICS	295.09			
111461		7/02/2013		2550	MSC INDUSTRIAL SUPPLY CO	164.26			
111462		7/02/2013		342	MUNICIPAL PIPE TOOL CO LLC	596.40			
111463		7/02/2013		4703	NEBRASKA ENVIRONMENTAL PRODS	108.35			
111464		7/02/2013		1965	NEBRASKA FIRE CHIEF'S ASSN	20.00			
111465		7/02/2013		31	NEBRASKA STATE VOLUNTEER	1,180.00			
111466		7/02/2013		653	NEUMAN EQUIPMENT COMPANY	.00	**CLEARED**	**VOIDED**	
111467		7/02/2013		653	NEUMAN EQUIPMENT COMPANY	.00	**CLEARED**	**VOIDED**	
111468		7/02/2013		653	NEUMAN EQUIPMENT COMPANY	966.00			
111469		7/02/2013		1024	NORM'S DOOR SERVICE	39.00			
111470		7/02/2013		232	NOTARY PUBLIC UNDERWRITERS	95.00			
111471		7/02/2013		1831	O'REILLY AUTOMOTIVE STORES INC	129.19			
111472		7/02/2013		1808	OCLC INC	35.84			
111473		7/02/2013		3778	ODEY'S INCORPORATED	190.48			
111474		7/02/2013		1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
111475		7/02/2013		1014	OFFICE DEPOT INC	439.38			
111476		7/02/2013		79	OMAHA COMPOUND COMPANY	824.29			
111477		7/02/2013		46	OMAHA WORLD HERALD COMPANY	9,318.43			

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
111478		7/02/2013		4815	ONE CALL CONCEPTS INC	405.95			
111479		7/02/2013		3935	ORIENTAL TRADING COMPANY	83.94			
111480		7/02/2013		1178	OVERHEAD DOOR COMPANY OF OMAHA	3,345.50			
111481		7/02/2013		2686	PARAMOUNT LINEN & UNIFORM	.00	**CLEARED**	**VOIDED**	
111482		7/02/2013		2686	PARAMOUNT LINEN & UNIFORM	433.19			
111483		7/02/2013		1769	PAYLESS OFFICE PRODUCTS INC	247.32			
111484		7/02/2013		709	PEPSI COLA COMPANY	359.48			
111485		7/02/2013		3089	PFEIFER, VICKI	60.00			
111486		7/02/2013		4808	PFEIFER, VICKI	100.00			
111487		7/02/2013		74	PITNEY BOWES INC-PA	.00	**CLEARED**	**VOIDED**	
111488		7/02/2013		74	PITNEY BOWES INC-PA	204.00			
111489		7/02/2013		1784	PLAINS EQUIPMENT GROUP	433.27			
111490		7/02/2013		4874	PRICE, MARTY	60.00			
111491		7/02/2013		605	PROTEX CENTRAL INCORPORATED	180.00			
111492		7/02/2013		3362	PUBLIC AGENCY TRAINING COUNCIL	260.00			
111493		7/02/2013		58	RAINBOW GLASS & SUPPLY	171.00			
111494		7/02/2013		4801	RICK NELSON PHOTOGRAPHY	90.00			
111495		7/02/2013		1783	RON TURLEY ASSOCIATES INC	1,100.00			
111496		7/02/2013		4885	SAPP BROS INCORPORATED	94.84			
111497		7/02/2013		487	SAPP BROS PETROLEUM INC	110.50			
111498		7/02/2013		624	SAPP BROS SERVICE CENTERS	139.99			
111499		7/02/2013		2240	SARPY COUNTY COURTHOUSE	3,629.03			
111500		7/02/2013		4880	SCOTT'S BLUFF CO SHERIFF'S OFC	520.00			
111501		7/02/2013		4641	SHRED-SAFE LLC 2011-2012	30.00			
111502		7/02/2013		738	SIGN IT	180.00			
111503		7/02/2013		115	SIRCHIE FINGER PRINT LABS	60.81			
111504		7/02/2013		3707	SMITH, MELANIE	100.00			
111505		7/02/2013		2704	SMOOTHER CUT ENTERPRISES INC	1,244.50			
111506		7/02/2013		4881	SPELLMAN, THOMAS	377.63			
111507		7/02/2013		3838	SPRINT	119.97			
111508		7/02/2013		3838	SPRINT	62.19			
111509		7/02/2013		4335	STOLTENBERG NURSERIES	150.00			
111510		7/02/2013		3795	SUN COUNTRY DISTRIBUTING LTD	288.74			
111511		7/02/2013		4646	SUPERCO SPECIALTY PRODUCTS	183.38			
111512		7/02/2013		4539	SWANK MOTION PICTURES INC	371.00			
111513		7/02/2013		913	TARGET BANK	58.90			
111514		7/02/2013		264	TED'S MOWER SALES & SERVICE	104.79			
111515		7/02/2013		822	THERMO KING CHRISTENSEN	427.11			
111516		7/02/2013		547	TODCO BARRICADE COMPANY	315.00			
111517		7/02/2013		2426	UNITED PARCEL SERVICE	11.10			
111518		7/02/2013		2720	USI EDUCATION/GOVT SALES	236.88			
111519		7/02/2013		4223	VAIL, ADAM	100.00			
111520		7/02/2013		809	VERIZON WIRELESS	91.34			
111521		7/02/2013		809	VERIZON WIRELESS	175.31			
111522		7/02/2013		809	VERIZON WIRELESS	443.38			
111523		7/02/2013		809	VERIZON WIRELESS	105.34			
111524		7/02/2013		1174	WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**	
111525		7/02/2013		1174	WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**	
111526		7/02/2013		1174	WAL-MART COMMUNITY BRC	2,303.93			
111527		7/02/2013		4875	WILSON, SARAH	60.00			
111528		7/02/2013		3227	WORLD BOOK INC	1,396.00			
111529		7/02/2013		295	ZEE MEDICAL SERVICE INC	214.50			

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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306301 Payroll Checks
Thru 324401

BANK TOTAL	313,447.37
OUTSTANDING	313,447.37
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	74,887.06	74,887.06	.00	.00
02 SEWER FUND	219,770.03	219,770.03	.00	.00
05 CONSTRUCTION	115.65	115.65	.00	.00
08 LOTTERY FUND	13,933.28	13,933.28	.00	.00
09 GOLF COURSE FUND	4,504.59	4,504.59	.00	.00
15 OFF-STREET PARKING	236.76	236.76	.00	.00

REPORT TOTAL	313,447.37
OUTSTANDING	313,447.37
CLEARED	.00
VOIDED	.00

+ Gross Payroll 06/21/13 258,478.07
GRAND TOTAL \$571,925.44

APPROVED BY COUNCIL MEMBERS 07/02/13

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 2, 2013 AGENDA**

Subject:	Type:	Submitted By:
PURCHASE REPLACEMENT TREES, SHRUBS AND FLOWERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the replacement of trees, shrubs and flowers at Off-Street Parking District No. 1, through Stoltenberg Nurseries, Bellevue, NE, in an amount not to exceed \$8,434.00.

FISCAL IMPACT

They FY 2012/13 Off-Street Parking Fund Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The proposed replacement of trees, shrubs and flowers is the first major rehabilitation of the parking district since it was built. The need for a majority of the replacements are due to damage from semi-trucks and motor homes driving over the landscaped island areas. Signs are posted directing large trucks and recreational vehicles to the west side of Cabelas. It is an on-going problem of drivers ignoring the signs.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE REPLACEMENT OF TREES, SHRUBS AND FLOWERS AT OFF-STREET PARKING DISTRICT NUMBER 1 THROUGH STOLTENBERG NURSERIES, BELLEVUE, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$8,434.00.

WHEREAS, the City Council of the City of La Vista has determined that replacement of trees, shrubs and flowers at Off-Street Parking District Number 1 is necessary; and

WHEREAS, the FY 2013/13 Off-Street Parking Fund Budget contains funding for the proposed purchase; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the replacement of trees, shrubs and flowers at Off-Street Parking District Number 1 through Stoltenberg Nurseries, Bellevue Nebraska in and amount not to exceed \$8,434.00.

PASSED AND APPROVED THIS 2ND DAY OF JULY, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Proposal
 Cabelas
 City of LaVista

Stoltenberg Nurseries

6/20/2013

Parking Lot C

Each	Size	Name	Price	Total
<i>quant.</i> 2	3 Gal	Sea Green Juniper	\$ 25.00	\$ 50.00
9	3 Gal	Knock Out Roses	\$25.00	\$ 225.00
20	3 Gal	Japanees White Spirea	\$ 25.00	\$ 400.00
104	3 Gal	Gold Flame Spirea	\$25.00	\$2,600.00
9	4 Gal	Burning Bush	\$25.00	\$ 225.00
20	3 Gal	Anthony Waterer Spirea	\$ 25.00	\$ 500.00
49	1 Gal	Veronica	\$ 12.00	\$ 588.00

\$ 4,588.00

4 2" Locust \$195.00 \$780.00

\$ 780.00

12 *3gal* *Little Henry Sweet Spirea* *25.00* *300.00 add*

up front by the bldg Need to get blue print
 47 3 Gal Anthony Waterer Spirea? \$ 25.00 \$ 1,175.00
 1 3 Gal White Rose? \$ 25.00 \$ 25.00
~~\$ 1,200.00~~

not out/s

A Maple tree in this parking lot have cankers
 some have several maybe have someone take a look at the
 to see if they may be risk or hazard

Maples on the south side have death on the top half of the trees

all trees planted - staked, mulched
 baskets and burlap removed

Proposal
Cabelas
City of LaVista

Stoltebnberg Nurseries

6/20/2013

Parking Lot B

Each	Size	Name	Price	Total
11	3 Gal	Sea Green Juniper	\$ 25.00	\$ 275.00
10	3 Gal	Knock Out Roses	\$ 25.00	\$ 250.00
51	3 Gal	Japanese White Spirea	\$ 25.00	\$ 1,275.00
12	3 Gal	Gold Flame Spirea	\$ 25.00	\$ 300.00
2	4 Gal	Burning Bush	\$ 25.00	\$ 50.00
19	1 Gal	May Night Salvia	\$ 12.00	\$ 228.00
6	1 Gal	Veronica	\$ 12.00	\$ 72.00
8	1 Gal	Pardon Me Day Lilly	\$ 12.00	\$ 96.00

\$ 2,546.00

1	2"	Locust Tree	\$ 195.00	\$ 195.00
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Parking Lot A

Each	Size	Name	Price	Total
1	3 Gal	Sea Green Juniper	\$ 25.00	\$ 25.00

\$ 8,434.00

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 2, 2013 AGENDA**

Subject:	Type:	Submitted By:
AMEND SECTION 95.11 OF THE MUNICIPAL CODE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

An ordinance has been prepared to amend Section 95.11 of the La Vista Municipal Code to change the maximum number of dogs and cats allowed per residence in the City of La Vista.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

At their June 18, 2013 meeting the City Council discussed Municipal Code Chapter 95 Animals: § 95.11 Maximum Number Allowed. The City Council directed staff to present an amendment to the code as per their discussion. An amendment to Municipal Code Chapter 95 Animals: § 95.11 is being proposed. The amendment would increase the maximum number of dogs and cats allowed per residence in the city to three (3) per species, while keeping the maximum number of animals allowed per residence at four (4). *The amendment also clarifies the maximum number of animals allowed is **per residence** rather than per person.* The reference to rabbits in Section 95.11 would be eliminated with the understanding rabbits would be included in a zoning change proposal.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTION 95.11; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA:

SECTION 1. Section 95.11 of the La Vista Municipal Code is amended to read as follows:

§ 95.11 MAXIMUM NUMBER ALLOWED.

It shall be unlawful ~~for any person~~ to own, keep or harbor at any time more than ~~two~~ two-three adult dogs, ~~or two-three~~ adult cats ~~or adult rabbits~~ per residential or dwelling unit in the city. The total number of adult dogs, ~~and~~ adult cats ~~and adult rabbits~~ per residential or dwelling unit in the city shall not exceed four adult animals. For the purpose of this section, an adult dog, ~~or cat or rabbit~~ is a dog or cat that is more than four months old ~~or a rabbit that is more than four months old~~. Provisions of this section shall not apply to catteries, kennels, and pet stores which have been licensed pursuant to § 95.17. ('79 Code, § 6-112) (Ord. 212, passed --; Am. Ord. 283, passed 4-11-81; Am. Ord. 283, passed 9-1-81; Am. Ord. 296, passed 2-2-82) Penalty, see § 95.99

SECTION 2. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any parts hereof are hereby repealed.

SECTION 4. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 2ND DAY OF JULY, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 2, 2013 AGENDA**

Subject:	Type:	Submitted By:
AWARD OF CONTRACT – ANNUAL FINANCIAL AUDIT	◆ RESOLUTIONS ORDINANCE RECEIVE/FILE	SHEILA LINDBERG FINANCE DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the City to engage BKD, LLP, Omaha Nebraska for the City's Financial Statements, Financial Audits as well as the Comprehensive Financial Report (CAFR); Quarterly Observations and Annual Keno Audit. The engagement will be for three one year renewable terms.

FISCAL IMPACT

The FY 13/14 Budget will include funding for the 2013 Annual Financial Audit which includes the City Financial Statements, City Audit, CAFR and the Keno Audit.

RECOMMENDATION

Approval.

BACKGROUND

In the fiscal year 2007 (FY07) audit, new and more demanding audit standards became effective with the City receiving two significant deficiencies, one of which was a material weakness. The City resolved one of these issues by contracting with different firms for Financial Statement preparation and the Audit

For the past five years Orizon CPA's have been doing the City's financial statements and keno audit while BKD has been doing the City's Audit. This current year Orizon CPA informed us that the FY12 audit would be their last year to prepare financial statements. It has been difficult, for both City staff and Orizon CPA's, to work with two different audit firms that have their own interpretations of the GASB Standards.

BKD has proposed to do the financial statements, audit, comprehensive annual financial report and Keno audit. *(See attached letter for details)*

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CITY TO ENGAGE BKD, LLP, OMAHA NEBRASKA FOR THE CITY'S FINANCIAL STATEMENTS, FINANCIAL AUDITS, COMPREHENSIVE FINANCIAL REPORT (CAFR), QUARTERLY KENO OBSERVATIONS AND THE ANNUAL KENO AUDIT FOR THREE ONE YEAR RENEWABLE TERMS

WHEREAS, the City of La Vista has determined that all the auditor functions should be done by one company in order to maintain uniformity in reporting and interpreting; and

WHEREAS, BKD, LLP, has done the financial audit previously and Orizon CPAs prepared the financial statements and did the Keno audit and observation; and

WHEREAS, Orizon CPAs informed the City that it would no longer prepare the financial statement after the FY12 audit.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the engagement of BKD, LLP, Omaha Nebraska for the City's financial statement, financial audits, comprehensive financial report (CAFR), quarterly keno observations and the annual keno audit.

PASSED AND APPROVED THIS 2ND DAY OF JULY, 2013

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

June 10, 2013

Ms. Sheila Lindberg, Finance Director
City of LaVista
8116 Park View Boulevard
LaVista, Nebraska 68128

Dear Sheila:

This letter serves to document our desire to continue to provide professional services to the City of LaVista ("the City"). We are excited to have the opportunity to continue to serve you as your independent accountants and to expand our services to include drafting of the financial statements, assistance with preparation of a Comprehensive Annual Financial Report (CAFR), audit procedures related to the CAFR and agreed-upon procedures related to the Keno operations.

Scope of Services and Related Fees

We propose a basic fee to perform the following services for the next three years:

	<u>2013</u>	<u>2014</u>	<u>2015</u>
Financial statement audit for the fiscal years ending September 30	\$48,500	\$50,000	\$51,500
Financial statement drafting, including accrual entries	\$16,500	\$17,000	\$17,500
Comprehensive Annual Financial Report (CAFR) preparation, assistance and additional audit procedures	\$ 4,500	\$ 4,650	\$ 4,800
Quarterly observations of Keno operations and annual Keno attestation procedures	N/A	\$6,650	\$6,850

The fees reflected above are based on the understanding that the City will engage BKD for an additional three years, during which time you can expect to receive the same level of service you have experienced throughout our relationship to date. If at any point the City is not satisfied with the services provided by BKD, we ask that City Administration contact us to discuss those concerns. If we are unable to appropriately address the City's concerns, we understand this agreement and our services may be terminated.

Because we serve as the City's audit firm and will be drafting the financial statements, we have to evaluate our involvement with the financial statement drafting as either a deficiency, a significant deficiency, or a material weakness. The level of the deficiency will likely be reduced as supporting workpapers are provided by the Finance Department.

Should the City require an OMB Circular A-133 audit for one major federal program, we estimate our fee to be approximately \$6,000. If it is later determined that there are additional major programs to audit, we will obtain your agreement on additional fees before proceeding. Estimated fees for additional programs would be approximately \$3,000 per program.

Our fees are based primarily on the complexity of the work and the amount of time required. Our estimate is based on our understanding of your present internal control policies and procedures and our expectation of continued assistance from your personnel. Our fees may increase if our duties or responsibilities change because of new rules, regulations, accounting or auditing standards. We will consult with you should this happen.

Annually, the terms of our engagement will be documented in a separate letter to be signed by the City and BKD.

Our Commitment to the City of LaVista

Your personnel know the level of unmatched service and personal attention you have received throughout our relationship. We do not take our past relationship for granted and will continue to look for opportunities to enhance our service delivery to the City.

We look forward to working with the City and welcome this opportunity to continue providing professional services as your independent accountants. If you have any additional questions about the information contained in this letter, you may reach us at 402.392.1040 or by email.

Sincerely,

BKD, LLP



Robyn A. Devore
Partner



Amy K. Shreck, CPA
Manager

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 2, 2013 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT — ALLIXA CONSULTING, INC.	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to approve a professional services agreement with Allixa Consulting, Inc., of Maitland, FL for an audit of the Telecommunications Occupation Taxes collected by the City.

FISCAL IMPACT

Contingency fee basis. City will pay 35% of the gross amount of any payments for retroactive, current, or prospective funds for up to two (2) years. The City will pay 45% if Allixa is obligated to hire and pay for an attorney for collection action.

RECOMMENDATION

Approval.

BACKGROUND

Several Nebraska cities are working together to utilize the professional services of Garth Ashpaugh, Allixa Consulting to review the telecommunication occupation tax payments of our major cellular carriers to determine whether any additional amounts are due to the City for underpayment or nonpayment of past, present and future telecommunication occupation tax payments, or any other monies or revenue owed to the City that were not properly attributed to the City. Mr. Ashpaugh worked on behalf of the City of Lincoln in their recent efforts to collect from various providers. *(Copies of related Lincoln Journal Star articles are attached).* The proposed agreement was recently executed by the City of Bellevue.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ALLIXA CONSULTING, INC., MAITLAND FLORIDA ON A CONTINGENCY FEE BASIS.

WHEREAS, the City Council of the City of La Vista has determined that an audit of the Telecommunications Occupation Taxes collected by the City is necessary; and

WHEREAS, Allixa Consulting, Inc. has provided a proposal to prepare such an audit; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska approve an agreement with Allixa Consulting, Inc., Maitland, Florida, on a contingency fee basis and the Mayor hereby is, authorized to execute same on behalf of the City in form and content satisfactory to the City Administrator in consultation with the City Attorney.

PASSED AND APPROVED THIS 2ND DAY OF JULY, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ALLIXA CONSULTING, INC.
CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into by and between Allixa Consulting, Incorporated, a Florida corporation having its principal place of business at 1003 Kewannee Trail, Maitland FL 32751 ("Allixa"), and the City of La Vista, 210 West Mission Ave, La Vista, Nebraska 68005 (the "City").

Section 1 - Scope of Services

1. Allixa is pleased to confirm our understanding of the nature and limitations of the services we will provide to the City. Subject to the following terms and conditions, Allixa shall provide professional consulting services ("Services") in substantial accordance with the following statements.
2. Allixa has been hired to review the telecommunication occupation tax payments paid by five (5) of the telecommunication providers (the "Companies") maintained in the City's right-of-way for the five (5) years ended June 30, 2013. A list of the Companies is included as Attachment A. Allixa will identify the telecommunication occupation tax payments ("payments") previously paid to the City, and prioritize the reviews based on the dollar amount of annual payments to the City. Allixa and the City will then determine which Companies should be reviewed.
3. The purpose of each review is to analyze the telecommunication occupation tax payments and determine whether any additional amounts are due to the City for underpayment or nonpayment of past, present, and future telecommunication occupation tax payments, or any other monies or revenue owed to the City that were not properly attributed to the City. Allixa will perform the following procedures for each review:
 - a. Contact City's staff and obtain documentation required to kick-off the project.
 - b. If required, execute a non-disclosure agreement with the Company in order to obtain any documentation deemed confidential.
 - c. Prepare an initial data request for the City and each of the Company requesting information related to the review period. During the course of the project, if needed, prepare and submit additional data requests to the Company.
 - d. Provide to the City status updates/meetings concerning each review on a regular basis via phone, email, or in person throughout the course of these projects.
 - e. Review the City's ordinances, municipal code, federal and Nebraska state law, franchise agreements and contracts between City and the Company to analyze the definition of taxable revenues and to determine whether or not there are additional amounts due to the City.
 - f. Verify whether the Company's reported taxable revenues utilize a consistent methodology during the review period and in accordance with the La Vista Municipal Code.
 - g. Identify any exempt revenues and determine if it meets the City's requirements for exempt status.
 - h. Identify each revenue type or source that the Company did not include in the determination of the amounts remitted to the City during the review period.

ALLIXA CONSULTING, INC.
CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

- i. Summarize the taxable revenues reported by the Company to the City, and reconcile the taxable revenues to the payments to the City.
- j. Submit draft and final reports to the City. The reports will include the determination of the underpayment or nonpayment of telecommunication occupation tax payments and any applicable interest charges and fees.
- k. Assist City with collection and negotiation of amount due to the City as a result of the review.

Section 2 – Resource Commitment from the City

4. The City agrees to cooperate with Allixa and agrees to provide Allixa with copies of the following documentation in order to proceed with each review: 1) ordinance, municipal code, franchise agreement, and transfer agreement; 2) rate cards and fee schedules; 3) copies of telecommunication occupation tax payments and any supporting documentation; 4) true-up and/or settlement payments; 5) relevant correspondence related to the telecommunication occupation tax; and 6) any other relevant information that may impact our analysis.
5. The City shall designate Allixa as an authorized agent for the purposes of authorizing Allixa to work with the Companies and Nebraska Department of Revenue when or if necessary.
6. Allixa will require full access to City records and Company records to complete these reviews and City will use its authority as necessary to provide information and procure data from Companies.
7. The City at its sole cost agrees to provide reasonable facilities, if needed, for Allixa staff to work on the City's premises as may be required for the performance of the Services set forth in this Agreement.
8. The City at its sole cost will assign a designated employee to be the primary contact during the review process. The designated employee will also be the final decision maker for the City as it relates to the reviews, and will be in contact with Allixa staff on a regular basis.
9. The City's staff will be available for meetings and participation with the Companies, if needed, to properly verify tax records and recover funds. Lack of participation of City staff, especially at critical milestones during a review, may adversely affect the project timeline and successful recovery of funds.
10. City understands that each Company is a separate entity that is not controlled by Allixa and therefore Allixa cannot predict all the steps or actions that a Company will take to limit its responsibility or accountability during the review.

Section 3 – Timeline and Schedule

11. The first review start date is expected to be within thirty (30) days from the date of this Agreement unless changed and approved by the City. Review status updates/meetings will be held regularly via phone or email throughout the course of the reviews between Allixa and the City.
12. Each review is expected to last at least six (6) months. Each subsequent review will begin after payment terms and obligations have been met from previously completed reviews,

ALLIXA CONSULTING, INC.
CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

and Allixa has received final payment from the City. However, overlapping reviews may take place at the sole discretion of Allixa. Timelines are set at the sole discretion of Allixa. The above time estimate assumes a timely and complete response from the Company. If data is incomplete or not provided timely, it may impact our anticipated schedule. We will notify the City if our schedule is affected.

Section 4 - Payment Terms

13. City shall compensate Allixa with the fees set forth in this Agreement on a contingency basis. All contingency fees paid to Allixa are based on the gross amount of either a negotiated settlement by Allixa and agreed to by the City or on an order or decision of a court or other adjudicated tribunal. The City will pay Allixa within ten (10) days of receipt of any payments remitted to and collected by the City as a result of any work performed by Allixa, whether or not the project has been completed.
14. The City and Allixa agree and understand that the gross amounts received by the City from the Company may be the result of negotiations between the City, Allixa and the Company. The negotiated settlement may be a different gross amount than was quantified in any report prepared by Allixa. Allixa has the right to review and evaluate any payments received from the Company to verify that Allixa has received its correct contingency fee.
15. If City negotiates, abates, cancels, amends, or waives, without Allixa's written consent, any right to payment or other consideration, the City shall pay to Allixa applicable contingency fees for the total said review determination at the rates set forth below and for the following sixty (60) months. If City later implements during the subsequent sixty (60) months any action the City initially declined based on Allixa's findings, including for reviews identified on Attachment A, Allixa will be entitled to its portion of the savings and/or recoveries over the following sixty (60) months at the contingency fee rates set forth in 16 and 17 below.
16. Contingency Fees without Attorney Costs – If the City elects to incur the costs associated with hiring either an in-house or outside attorney to assist the City and Allixa in recovering any monies, the City shall pay Allixa a contingency fee equal to thirty-five (35) percent of the gross amount of any payments for retroactive, current, or prospective funds, and fair market value for any other consideration or compensation recovered for or by the City from any reviewed Company. The City may not reflect the costs associated with hiring an attorney or any other costs in determining the amount due to Allixa.
17. Contingency Fees with Attorney Costs - If Allixa is obligated to hire and pay for an attorney for collection action, the City shall pay Allixa a contingency fee equal to forty-five (45) percent of the gross amount of any payments for retroactive, current, or prospective funds, and fair market value for any other consideration or compensation recovered for or by the City from any reviewed Company.
18. If payment of all or any part of the gross amount to be received will be deferred (such as in the case of an annuity, a structured settlement, or periodic payments), the "total gross amount received," for purposes of calculating Allixa's contingency fees, will be the initial lump-sum payment plus the present value, as of the time of the settlement, final arbitration award, or final judgment, of the gross amount of payments to be received thereafter. If the payment is insufficient to pay Allixa's fees in full, the balance will be paid from subsequent payments of the recovery before any distribution to the City.

ALLIXA CONSULTING, INC.
CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

Section 5 - Confidential Information

19. Each party acknowledges that either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information released under the Freedom of Information Act, and (iv) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party.

Section 6 - Termination

20. This Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 30 days written notice by City or Allixa. Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party. The provisions set forth above in Section 4 (Payment Terms), Section 5 (Confidential Information), and below in Section 9 (Assignment) shall survive termination of this Agreement.

Section 7 - Ownership of Materials

21. All work performed by Allixa with respect to the Services or any supporting or related documentation shall be owned by Allixa. Upon completion of the Work, or upon termination of this Agreement pursuant to Section 6 of this Agreement, all products and materials, including software, collected and prepared by Allixa pursuant to this Agreement, shall remain the property of Allixa.

Section 8 - Notices

22. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

if to Allixa Consulting, Inc.:

Garth Ashpaugh
Allixa Consulting, Inc.
1003 Kewanee Trail
Maitland, FL 32751

if to the City:

Brenda S. Gunn
City Administrator
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128

ALLIXA CONSULTING, INC.
CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

Section 9 - Assignment

23. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto.

Section 10 - Entire Agreement

24. This Agreement, with its schedules and attachments, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. This Agreement shall be construed in accordance with the laws of the State of Nebraska and the parties hereby consent to the jurisdiction of the courts of the State of Nebraska.

Section 11 - Dispute Resolution

25. Any dispute arising under this Agreement shall be resolved through mediation and arbitration. The parties agree to first attempt to resolve the dispute informally with the help of a mutually agreed upon mediator. If the parties cannot agree on a mediator or fail to arrive at a mutually satisfactory solution through mediation within ten (10) days following the mediation, the parties agree to submit their dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Lincoln, Nebraska.
26. The arbitration shall be conducted by an impartial arbitrator chosen by mutual agreement of the parties or if the parties are unable to agree on a single arbitrator within ten (10) days of first demand for arbitration, the parties agree to allow the American Arbitration Association to choose an impartial arbitrator for the parties.
27. The arbitrator shall have the authority to permit discovery to the extent such arbitrator deems appropriate. The arbitrator shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Agreement. The decision of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party.
28. The prevailing party in the arbitration proceedings shall be awarded reasonable expenses such as attorney fees, expert witness costs, travel expenses, and any other expenses incurred in connection with the proceedings. Allixa, as a Florida entity, shall have the right to be represented by Florida counsel, if they wish, and have the travel expenses of their counsel taxed if they are the prevailing party.

**ALLIXA CONSULTING, INC.
CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below. This letter agreement shall be deemed executed and accepted on the date it is signed by the City.

The Parties hereby indicate their assent this _____ day of _____, 2013.

ALLIXA CONSULTING, INC.

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LA VISTA, NEBRASKA

By: _____
Name: _____
Title: _____
Date: _____

ALLIXA CONSULTING, INC.
CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT "A"

1. OMAHA CELLULAR TELEPHONE COMPANY - Tax ID 47-0697818 1 C/0 Tax Partners, LLC, 3100 Cumberland Blvd., Ste. 900, Atlanta, GA 30339 (877) 829-4141
2. COX NEBRASKA TELCOM, LLC - Tax ID 58-2327135 1 C/0 Tax Partners, LLC, 3100 Cumberland Blvd., Ste. 900, Atlanta, GA 30339 (877) 829-4141
3. NEW CINGULAR WIRELESS PCS LLC - Tax ID 223330080 1 C/0 Tax Partners, LLC, 3100 Cumberland Blvd., Ste. 900, Atlanta, GA 30339 (877)-829-4141
4. SPRINT SPECTRUM, L.P. - Tax ID 48-1165245 6500 Sprint Pkwy, Mailstop, HL-5ATTX, Overland Park, KS 66251 (B. Tertichny)

JournalStar.com

City sues Sprint over occupation tax

SEPTEMBER 21, 2012 6:00 AM • BY NANCY HICKS / LINCOLN JOURNAL STAR

Lincoln has sued Sprint PCS for failing to pay all the city's telecommunications occupation tax.

In the lawsuit, filed in U.S. District Court in early September, Lincoln said an audit of taxes paid by Sprint between 2005 and 2009 revealed that occupation taxes have not been paid on "certain components of gross receipts."

But a Sprint spokesman said the company and city disagree over what the city's occupation tax covers.

In the suit, Lincoln says it cannot determine exactly what is owed because Sprint has failed to provide all the "applicable information," but that the amount exceeds \$100,000.

A Sprint spokesman said the city has a much broader interpretation of the ordinance than does the company.

"The city's 6 percent tax is on the service we provide customers in Lincoln," according to an email from John Taylor with Sprint Nextel Corporation public affairs.

"The city is seeking to collect this tax not just on telecommunication services but also on the handset and broadband cards, car chargers, phone cases and other accessories we sell, plus handset insurance and repair charges. The city is also seeking to apply its tax to the state's USF (universal service fund) and E911 fees."

"Sprint believes the city's much broader interpretation of the law is incorrect and, if successful, would leave consumers in Lincoln with higher wireless bills," Taylor said.

Two other telecommunications companies, Verizon and Windstream, last year both settled lawsuits with Lincoln over unpaid occupation tax.

In the Verizon settlement, the company agreed to pay \$1.7 million and the city agreed the occupation tax does not apply to certain items, including ring tones, games and other items downloaded onto phones.

Under the \$1.25 million Windstream settlement, the company will contribute almost \$550,000 of its \$1.25 million settlement to the Centennial Mall Project.

JournalStar.com

City gets \$406,000 in Cricket settlement

MARCH 29, 2013 4:05 PM • BY NANCY HICKS / LINCOLN JOURNAL STAR

Cricket Communications Inc. will pay the city \$406,188 under a settlement for alleged unpaid telecommunications occupation tax.

The settlement is the third the city has reached with telecommunication companies that it says did not pay all the city's telecommunication taxes.

Verizon agreed to pay the city \$1.7 million in July 2011, and Windstream agreed to a \$1.25 million settlement in fall 2011, including \$550,000 that went to the Centennial Mall project.

The Cricket settlement will go into the city's cash reserve fund. The fund is similar to a savings account the city can use to preserve services during economic downturns.

The city sued both Verizon and Windstream in February 2010, contending the two companies owed back occupation taxes, based on a city audit.

The city alleged the companies did not pay the occupation tax on everything the city ordinance covered.

A lawsuit against Sprint over similar issues is still in court, according to Jocelyn Golden, an assistant city attorney.

The city also is auditing several other telecommunication companies, she said.

The Cricket settlement ends the dispute over the alleged unpaid telecommunication taxes, covering tax, interest and penalties from 2005 through 2012.

Neither Cricket nor the city admit that their positions are in error, according to the settlement, which was reported to the City Council as part of the March 25 meeting.

The settlement prohibits the city and company from making any public comment.

One paragraph of the settlement's stipulated facts has been deleted from the document provided to the Journal Star.

The state Legislature ended the city's 6 percent telecommunications occupation tax on equipment, including cellphones, beginning Jan. 1 of this year.

Since then, the city estimates it's losing \$60,000 to \$80,000 a month, based on the first month of collections after the law took effect. The loss could be more, said City Finance Director Steve Hubka, because not all companies have implemented the change.

JournalStar.com

City suing Windstream, Verizon over taxes

FEBRUARY 18, 2010 10:15 PM • BY MATT OLBERDING / LINCOLN JOURNAL STAR

The city of Lincoln is suing **Windstream Inc.** and **Verizon Wireless** over what it alleges are unpaid occupation taxes dating back to 2001.

City officials would not comment on the lawsuits, which were filed last month in Lancaster County District Court.

According to court documents, the city audited the telecommunication occupation taxes paid from January 2001 to December 2006 by Windstream, Verizon Wireless and Alltel, and found that the taxes "have not and are not being remitted on certain components of gross receipts."

Alltel was included because it was Lincoln's landline telephone provider until Windstream acquired it in July 2006, and it was the dominant wireless phone service provider in Lincoln until Verizon Wireless acquired that portion of the business last year.

The lawsuits do not list the amounts the city is alleging Windstream and Verizon owe; however, they could be substantial.

Last summer, when Mayor Chris Beutler laid out his fiscal year 2010 budget, he proposed a handful of new ideas that he said would largely be funded with revenue the city was expecting as a result of the telecommunications tax audit, including creating a rainy day fund, establishing a trust fund that would be matched with private donations to maintain such Lincoln icons as Sunken Gardens, and helping pay for a new development services center at city hall.

Beutler said at the time that it was not clear how much money the city might receive.

David Avery, a spokesman for Windstream, said the company was "surprised and disappointed" the city filed the lawsuit.

Avery said the city notified Windstream about the audit in 2007.

"Windstream has worked diligently and in good faith with the city's auditor since that time to provide all information requested in a timely manner and has had good discussions with the city on the proper application of the tax ordinance in question," he said.

"However, we understand that the city and Windstream have a legitimate professional dispute regarding the interpretation of the applicable tax law, and we look forward to defending our position and continuing to work to bring this matter to a close."

Avery said Windstream collected and remitted to the city more than \$21 million from its Lincoln customers from 2001 to 2009 "for all applicable products and services we believe are covered under the city's telecommunication occupation tax."

Despite the demands in the lawsuit, he said Windstream has received no formal demand from the city to pay any additional money.

Windstream filed a motion this week to move the suit to federal court.

Karen Smith, a spokeswoman for Verizon Wireless, said the company is reviewing the lawsuit and has not yet filed a response.

Reach Matt Olberding at 473-2647 or ormolberding@journalstar.com.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 2, 2013 AGENDA**

Subject:	Type:	Submitted By:
AWARD OF CONTRACT — ACTIVE NETWORK INC.	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RYAN SOUTH PROGRAM COORDINATOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a contract with Active Network Inc. 10182 Telesis Ct., San Diego, CA 92121 in an amount not to exceed \$14,233.00.

FISCAL IMPACT

The FY 12/13 Capital Fund Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

The City has been exploring options to provide a payment system that would give customers the ability to book and pay for rooms and shelters; and register and pay for all programs online. This system would work in conjunction with our current website to offer such services as well as give customers the ability to track the items they purchase. This expressed desire has become more prevalent over the past year as more and more cities have begun offering online payments. We believe that by offering this type of service we will be able to provide a higher level of customer fulfillment and grow our current programs. This system will also replace our current customer tracking program that is used at the Community Center. In addition, it will function as a marketing tool as all customers worldwide using the Active Network will be able to search for and view all facilities and programs we offer.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO ACTIVE NETWORK, INC., SAN DIEGO, CALIFORNIA IN AN AMOUNT NOT TO EXCEED \$14,233.00

WHEREAS, the City Council of the City of La Vista has determined that providing a payment system for customers to register and pay for programs online is necessary; and

WHEREAS, the FY 2012/13 Capital Fund Budget will provide funding for this project; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to Active Network, Inc., San Diego, California in an amount not to exceed \$14,233.00

PASSED AND APPROVED THIS 2ND DAY OF JULY, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Software as a Service Agreement

This Software as a Service Agreement ("Agreement") is made effective as of 7/3/13 (the "Effective Date") and entered into between The Active Network, Inc., 10182 Telesis Court, San Diego, CA 92121 ("TAN" or "we" or "us") and the City of La Vista, Nebraska ("you" or "your" or "Client"). The parties agree as follows:

1. **Services.** TAN, in accordance with the prevailing standards in the industry in the United States from time to time during this Agreement, will provide you access to its software as a solution product ("Software") as well as services and support ("Services") related to your events, camps, licenses, classes, tickets, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "Events"). The features, services, options, and fees are described more fully in schedule(s) to this Agreement (each, a "Schedule"), which are incorporated herein by reference. The initial Schedule is attached hereto as Schedule 1. Each additional Schedule must be signed by both parties and will be governed by this Agreement. You agree to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when made available to you.

2. **License to Intellectual Property/Promotion.** a) TAN retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license provided by this Agreement.

b) TAN hereby grants to you a limited, non-exclusive, non-transferable license (i) to use the Software and Services solely in accordance with the Schedule and this Agreement, and (ii) to display, reproduce, distribute, and transmit in digital form TAN's name and logo solely for the purposes set forth in this Section 2. You hereby grant to TAN a limited license to use information provided by you relating to your organization, which may include your organization's name, trademarks, service marks, and logo, in connection with the promotion of your organization or Events in accordance with this Agreement and as authorized from time to time.

c) You intend to make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of your Events for which you are using the Software and Services, including, without limitation, including TAN's name and logo in newsletters, printed registration forms or mailings provided by you to prospective participants (e.g., by inserting the following statement in any online or print media related to your Event: "Online Registration Powered by Active.com"). TAN will be the sole and exclusive provider of registration services similar to the Software and Services provided to Client hereunder for each Event for which you are using TAN's Software and Services during the term of this Agreement.

d) You agree to receive notifications regarding free product, promotional items, and giveaways at your Event(s) or facility(ies), but you may opt not to receive the items from TAN. Registrants of your Events may opt-in to receive information, items, or promotions/deals from TAN; we will be responsible for providing customer service for any such offers. Any use of Client's name by TAN shall be subject to prior written consent of Client.

e) Each party agrees to comply with all applicable laws, rules, and regulations relating to such party's obligations or performance hereunder.

3. **Information Collection.** TAN collects certain information from individuals as part of the registration process for your Events, and is responsible for the security of said information and will immediately notify you of any actual breach involving said information. TAN will have a nonexclusive right to use the information for the sole purpose of performing its obligations under this Agreement, or as otherwise authorized by Client or this Agreement. In addition, you grant to TAN a non-exclusive, right to aggregate customer data and use said data on a de-identified aggregated basis for the sole purpose of internal reporting on aggregate, long-term web site usage trends and analyses. You may login to our data management system to access this information and you may from time to time during this Agreement download or otherwise obtain any or all said information, which will be available for such purposes in readily useable format. You are responsible for the security of your login information and for the use or misuse of such information by users authorized by you to use the Software and Services. You will immediately notify TAN in writing if any such users are no longer authorized. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); (ii) applicable Payment Card Industry Data Security Standards; and (iii) TAN's privacy policy as published on its website.

4. **Fees.** a) Client through its Event participants will pay the fees as more fully described in the applicable Schedule. For registration Software, unless otherwise set forth on the applicable Schedule, TAN will collect registration fees charged by you from individuals who register for your Events online, for the purposes of card association rules, as a merchant of record but not a seller of record. TAN will remit those sums to you, net of chargebacks and any other offsets authorized in the applicable Schedule, bi-weekly unless otherwise set forth in the applicable Schedule, less TAN's service fees as set forth in the applicable Schedule. TAN may suspend its performance hereunder, including remitting payments, in the event it reasonably believes that the Software or Services are being used for fraudulent or other suspect purposes. TAN may also reimburse itself for any chargebacks, returned items or overdue fees owed by you out of the registration fees it collects on your behalf by offsetting your account. All fees and prices are in United States Dollars unless otherwise specified.

b) All fees set forth in the applicable Schedule shall be collected by TAN as provided in said Schedule. All costs set forth in the Schedule for implementation, training and credit card swipe equipment will be due from you within forty five (45) days after the work or equipment is completed or delivered, and Client receives the corresponding invoice. These fees are displayed on your account statement. Past due fees shall accrue interest at the annual rate of

ten percent (10%) per annum. In the event of delay in paying a fee, you agree to reimburse TAN for any fees incurred in its collection efforts. TAN may suspend or deactivate your account if your account is more than thirty (30) days past due.

c) TAN, after the first full calendar year of this Agreement, reserves the right to modify the fees once per calendar year, provided that any increase will not exceed five and a half percent (5.5%). TAN shall notify Client at least ninety (90) days in advance of any such change. If we modify the fees, you can terminate this Agreement at that time by providing written notice within thirty (30) days following the date the change is implemented.

d) As the seller of record, you will be solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, levied on you under applicable law by a governmental authority as a result of any Software or Service provided under this Agreement. Notwithstanding the foregoing, Client is a Nebraska municipality and exempt from sales taxes of the State of Nebraska or its political subdivisions. An exemption certificate will be provided upon request. Taxes on TAN's net income are excluded.

e) In the event you are entering into this Agreement and seeking the Services for the benefit of a third-party event or organization ("Third Party Beneficiary"), you agree that we may send registration fees collected by us directly to the Third Party Beneficiary.

5. **Disclaimer of Warranty/Limitation of Liability.** TAN EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR LOST PROFIT DAMAGES. EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

6. **Indemnification.** a) Each party (the "Indemnifying Party") shall defend, settle, and pay damages, costs and expenses (including reasonable attorneys' fees) ("Damages") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against the other party hereto (the "Indemnified Party") to the extent that such Claim is proximately caused by: (i) the Indemnifying Party's violation of any applicable law, rule, or regulation; and/or (ii) provision, by the Indemnifying Party, of materials, products, or services as part of such party's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used in accordance with this Agreement; and/or (iii) the negligent acts or omissions of the Indemnifying Party which result in personal injury, death or property damage to such third party, including but not limited to Claims based on (i) injury, death or property damage of a participant in an Event operated by you in connection with the Software and/or Services that is proximately caused by your negligence, and/or (ii) brought by a Third Party Beneficiary that is proximately caused by your negligence or lack of authority to enter this Agreement and seek Services for the benefit of such Third Party Beneficiary; except if proximately caused by the Indemnified Party's negligence. Any Client indemnification of TAN under this Section 6 shall be subject to limitations of Client liability as specified by the Nebraska Political Subdivisions Tort Claims Act. For the purposes of Sections 5 and 6, reference to TAN shall also include its suppliers and licensors.

7. **Term and Termination.** The term of this Agreement shall be for three (3) years from the Effective Date with automatic renewals for three (3) year terms thereafter, unless either party gives written notice to the other party to terminate this Agreement no less than twelve (12) months prior to the expiration of the then-current term. Either party may terminate this Agreement: (a) upon a material breach by the other party, if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days. Client, upon termination of this Agreement, shall be entitled to the return of all participant and Event information within TAN's possession or control that is provided or, created under this Agreement, in whatever form or format existing or stored, including, without limitation, all data relating to registrations, memberships and Events of Client, which information TAN at its cost shall provide in a form, format and manner that is readily receivable, accessible and usable by Client. Notwithstanding the foregoing, TAN, may retain a copy of such information for legal, regulatory and archival (consistent with TAN's record retention policy) purposes, and for such other purposes as Client authorizes.

8. **Miscellaneous.** a) Any notices required to be given under this Agreement shall be in writing sent to the address set forth below for Client or, in the case of TAN, to the address set forth above to the attention of General Counsel. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

b) This Agreement is non-assignable without the written consent of the other party, except that TAN, subject to Client's rights under this Agreement, may assign without consent: (i) its rights to receive payments; or (ii) the Agreement to an affiliate or in connection with any sale of or any other transaction involving the transfer of more than fifty percent of its voting securities or assets. Any assignment in violation of this Agreement will be void.

Software as a Service Agreement

d) This Agreement contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written agreement executed by both parties.

e) Sections 2, 3, 5, 6, 7, and 8 of this Agreement and any fees owed by you, and any other provisions of this Agreement that by their sense or context are intended to survive termination or expiration of this Agreement, shall survive any termination or expiration of this Agreement.

f) If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be deemed to have been deleted and the remainder of this Agreement shall continue in full force and effect.

g) No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

h) *Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement to the extent that such failure is the direct and proximate cause of any event or circumstance beyond that party's reasonable control.*

Software as a Service Agreement
SIGNATURE PAGE

By signing this Agreement, each party represents and warrants that it has the necessary and full right, power, authority, and capability to enter into this Agreement and to perform its obligations hereunder.

THE ACTIVE NETWORK, INC.

By: _____
(Signature)

Print Name and Title

Date: _____

CLIENT

(Full Legal Name)

E-Mail

By: _____
(Signature)

Phone: _____

Address

Print Name and Title

City, State and Zip

Checks payable to

Event URL (Web site)

Date: _____

ATTEST:

Pamela A. Buelhe, City Clerk

Date: _____

**THIRD PARTY PRODUCTS ADDENDUM
TO SOFTWARE AS A SERVICE AGREEMENT**

This Addendum to the Software as a Service Agreement (“**Addendum**”) is entered into by and between The City of La Vista, NE (“**Client**”) and The Active Network, Inc. (“**TAN**”) as of 7/3/2013 (the “**Effective Date**”). Client and TAN are also singularly referenced herein as a “**Party**” and collectively as the “**Parties**.”

- A. This Addendum is made part of that certain Software as a Service Agreement dated as of 7/3/13 between Client and TAN (the “**Agreement**”) that provides Software and Services.
- B. Client and TAN now desire to supplement and amend certain terms and conditions of the Agreement, pursuant to the terms and conditions set forth in this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants, recitals and promises contained in this Addendum and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto hereby agree as follows:

1. **Changes to the Agreement.** The Appendix attached hereto is hereby incorporated by reference into the Agreement.

2. **Agreement Remains in Effect.** Except as expressly described herein, the Agreement remains in full effect according to its terms. The Agreement and this Addendum, as well as any exhibits attached to each respectively, shall be read in concert to the fullest extent possible and be considered collectively as a singular agreement. In the event any of the terms and conditions of the Agreement conflict with the terms and conditions of this Addendum, the terms and conditions of this Addendum shall prevail only as to the subject matter expressly stated herein.

3. **General.**

3.1 **Miscellaneous.** If any one or more of the provisions of this Addendum is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Addendum, and this Addendum shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The captions used in this Addendum are for convenience and reference only and will not be deemed to limit, characterize or in any way affect any other provision contained herein. All provisions of this Addendum will be enforced and construed as if no caption had been used. This Addendum will be assigned automatically and only upon the assignment of the Agreement according to its terms.

3.2 **Entire Agreement.** The Agreement, this Addendum and any exhibits attached to each respectively constitute the entire agreement between the Parties with respect to the subject matter thereof and supersede all previous negotiations, comments and writings by the Parties with respect to the subject matter referenced in each. The Agreement and this Addendum may be changed only by a written agreement signed by both Parties. No oral agreement or conversation with any officer, agent or employee of Client, either before or after the execution of the Agreement or this Addendum, shall affect, alter or modify the obligations hereunder.

3.3 **Counterparts and Facsimile:** This Addendum may be executed by the Parties in separate counterparts, which counterparts when combined are hereby deemed to constitute a single document, and the Parties may execute this Addendum by facsimile and such facsimile(s) will have the same effect as an originally executed document.

The Parties hereto have executed this Addendum effective as of the Effective Date.

TAN:
by its authorized signatory

CLIENT:
by its authorized signatory

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX: TERMS APPLICABLE ONLY TO THIRD PARTY PRODUCTS AND SERVICES

1. PURCHASE AND SALE; DELIVERY

1.1 Purchase Commitment and Price. TAN hereby agrees to sell to Client, and Client hereby agrees to purchase from TAN, the Third Party Products listed in the applicable Schedule in the volumes and at the prices described therein. For purposes of this Addendum, "Third Party Products" means those hardware, firmware and/or software products, provided to TAN by third parties, listed in the Pricing Form, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include software developed by TAN.

1.2 Delivery. TAN will ship all or any part of the Third Party Products to Client as soon as reasonably practicable (or, if the below-described purchase order documentation does not seek immediate shipping, at the time TAN considers reasonable in order to meet the desired delivery date described) after receipt by TAN of a purchase order from Client specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefore, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price.

1.3 Changes by Client to Delivery Schedule. Following delivery by Client of any purchase order documentation described in section 1.2, no changes by Client to the shipment schedule described therein will be permitted unless TAN is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

1.4 Acceptance of Purchase Orders. Purchase orders delivered by Client to TAN in respect of Third Party Products are not binding upon TAN until accepted by TAN in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Client, other than the information required by TAN as set forth expressly in this Agreement, will be binding upon TAN, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that TAN may accept or otherwise approve such purchase orders. TAN reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in section 2.2.

1.5 Additional Third Party Products. Client may purchase Third Party Products in addition to those listed in the Schedule by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had been included in the Schedule on the date of execution of Schedule subject to the following:

(a) the price for such additional Third Party Products is subject to agreement between the parties each in their own absolute discretion, and

(b) TAN shall have the right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to Client without any liability to Client whatsoever for such discontinuance.

2. CHARGES AND PAYMENTS

2.1 Prices. The pricing applicable to Third Party Products is as set out in the Schedule in the form finally agreed to by the Parties.

2.2 Pricing Variability. Client acknowledges that:

(a) the prices described in the Schedule are applicable for six (6) months after the date of execution hereof, and such prices are based upon Client taking delivery of the full number of any particular Third Party Product listed in the Schedule in a single shipment; and

(b) Client hereby agrees that after the expiry of such initial six-month period or, in case of Client seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed the Schedule, the actual prices may be higher. Prior to shipment of any Third Party Products that would be subject to pricing that differs from that described in the Schedule, TAN will notify Client of any such different pricing and Client will accept such different pricing, as mutually agreed between Client and TAN, in writing.

3. SUPPORT FOR THIRD PARTY PRODUCTS

For the purpose of isolating support issues and responsibility in respect of Third Party Products and their interaction with any Products, TAN will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry.

4. PROPRIETARY RIGHTS

4.1 Third Party Proprietary Rights and Indemnity by Client. Client acknowledges that any Third Party Products supplied by TAN hereunder are supplied by TAN as a reseller thereof and that the Third Party Products are subject to the intellectual property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Client will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights, and Client will defend or settle any claim made or any suit or proceeding brought against TAN insofar as such claim, suit, or proceeding is based on an allegation that any Third Party Product provided to Client hereunder has been installed, used, or otherwise treated by Client or any client or customer of Client in violation of the proprietary rights of any third party or on an allegation that Client or any client or customer of Client has disclosed or used any confidential business or technical information connected with any Third Party Product, provided that TAN will notify Client in writing promptly after the claim, suit, or proceeding is known to TAN and will give Client such information and assistance as is reasonable in the circumstances. Client will have sole authority to defend or settle any such claim at Client's expense. Client will indemnify and hold TAN harmless from and against any and all such claims and will pay all

damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding.

4.2 Third Party Products which are Software. Client acknowledges that the possession, installation and use of all Third Party Products which are software shall be governed by the terms of the software license(s) of the persons other than TAN who possess the rights to control such possession, installation and use.

5. WARRANTY

5.1 Warranty. TAN warrants to Client that TAN has the right to deliver the Third Party Products subject to any documentation accompanying such Third Party Products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any Third Party Products that are software.

5.2 Warranties Provided by Third Party Suppliers. Third Party Products are warranted by the manufacturers thereof in accordance with the warranty statements accompanying delivery of the Third Party Products, and Client agrees that Client will rely solely on such Third Party Product warranties and Client shall make no claim against TAN on account of any warranty, express or implied, which may apply to any Third Party Product.



Company Address 10182 Telesis Ct., Suite 100
San Diego, CA 92121
US

Created Date 6/24/2013
Quote Number 00009990
Expiration Date 8/24/2013

Prepared By Allen Sliper
Phone 1 (858) 964-6222
E-mail allen.sliper@activenetwork.com

Contact Name Ryan South
Phone (402) 331-3455
Email rsouth@cityoflavista.org

Bill To Name City of La Vista, NE
Bill To Contact Ryan South
Bill To Address 8116 Park View Blvd
La Vista, NE 68128-2132 United States

Ship To Contact Ryan South
Ship To Address 8116 Park View Blvd
La Vista, NE 68128-2132 United States



Product Name	Product Type	Quantity	Unit	Price	Unit Price	Total Price
ACTIVE Net - Public Interface Fee Set up - absorbed by client	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - (\$0-\$149 online credit card transaction - % fee)	SaaS	1.00	%	USD 0.00	6.50	USD 0.00
ActiveNet - (\$0-\$149 online credit card transaction - flat fee)	SaaS	1.00	Ea	USD 1.00		USD 0.00
ActiveNet - (\$150-\$499 online credit card transaction - % fee)	SaaS	1.00	%	USD 0.00	3.50	USD 0.00
ActiveNet - (\$150-\$499 online credit card transaction - flat fee)	SaaS	1.00	Ea	USD 5.50		USD 0.00
ActiveNet - (\$500+ online credit card transaction - % fee)	SaaS	1.00	%	USD 0.00	2.50	USD 0.00
ActiveNet - (\$500+ online credit card transaction - flat fee)	SaaS	1.00	Ea	USD 10.50		USD 0.00
ActiveNet - (ECP transaction - flat fee)	SaaS	1.00	Ea	USD 0.00	3.50	USD 0.00
ActiveNet - (credit card refunds - flat fee)	SaaS	1.00	Ea	USD 0.10		USD 0.00
ActiveNet - (offline cash/check transactions - % fee)	SaaS	1.00	%	USD 0.00	2.00	USD 0.00
ActiveNet - (offline credit card processing - % fee)	SaaS	1.00	%	USD 0.00	4.99	USD 0.00
ActiveNet - (offline credit card processing - flat fee)	SaaS	1.00	Ea	USD 0.25		USD 0.00
ActiveNet - ACH Remittance- Every 1 week	Service	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - Activity Registration	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - Facility Reservation	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - Membership	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - Professional Services - Activity Registration	Service	16.00	Hr	USD 150.00		USD 2,400.00
ActiveNet - Professional Services - CRM Center Interface	Service	4.00	Hr	USD 150.00		USD 600.00
ActiveNet - Professional Services - General Settings	Service	8.00	Hr	USD 150.00		USD 1,200.00
ActiveNet - Professional Services - Membership Registration	Service	16.00	Hr	USD 150.00		USD 2,400.00
ActiveNet - Professional Services - Project Management	Service	7.00	Hr	USD 150.00		USD 1,050.00
ActiveNet - Professional Services - Public Access	Service	16.00	Hr	USD 150.00		USD 2,400.00
ActiveNet - Professional Services - Resource Reservation	Service	16.00	Hr	USD 150.00		USD 2,400.00
ActiveNet - Professional Services - Resource Reservation: "Interactive Maps Interface"	Service	4.00	Hr	USD 150.00		USD 600.00
ActiveNet - Professional Services - Resource Reservation: "Resource Scheduler Interface"	Service	4.00	Hr	USD 150.00		USD 600.00
ActiveNet - Public Access	SaaS	1.00	Ea	USD 0.00		USD 0.00
ActiveNet - Public Access Optimization	Service	3.00	Ea	USD 0.00		USD 0.00
ActiveNet - Standard IPAD w/PCI PED cert USB HID w/Magensa.net Key	Hardware	2.00	Ea	USD 291.50		USD 583.00

Hardware Total

USD 583.00

Total Price

USD 14,233.00

Software Total

USD 0.00



Service Total	USD 13,650.00
Maintenance Total	USD 0.00
SaaS Total	USD 0.00
Other Total	USD 0.00

*Sales Tax not included in total price. Sales tax, where applicable, will be added to your invoice.

Quote Acceptance Information

Signature: _____

Printed Name _____

Title: _____

Date _____

PO# (if applicable) _____